

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Shandwick Public Affairs 700 13th Street, NW, Suite 1000 Washington, D.C. 20005	2. Registration No. 5220
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3. Name of foreign principal Republic of Gabon	4. Principal address of foreign principal Libreville, Gabon
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
Republic of Gabon
- b) Name and title of official with whom registrant deals.
Minister of the Economy, Finance, Budget and Privatization, Emile Doumba

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

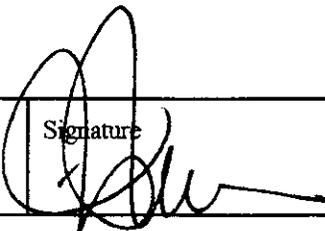
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A 12/9/99	Name and Title Robert Owens SVP of Operations	Signature 
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U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Shandwick Public Affairs	2. Registration No. 5220
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3. Name of Foreign Principal Republic of Gabon
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Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Shandwick Public Affairs will assist Cassidy & Associates and the Republic of Gabon in advancing the appreciation of Gabon's history, culture, and development through contact with public officials and the media.

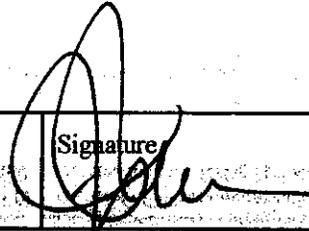
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

see #7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

see #7

Date of Exhibit B 12/9/99	Name and Title President Owens SVP of Operations	Signature 
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Footnote: Political activities as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

MINISTRY OF FINANCE
ECONOMY, BUDGET AND
PRIVATIZATION

REPUBLIC OF GABON

CABINET OF THE MINISTER

CONTRACT FOR CONSULTANT SERVICES

Objective of the Contract:	Consultant Services as defined in annexe A
Budget Intergration:	Budget year 1999
Providing Entity:	CASSIDY & ASSOCIATES 700 Thirteenth Street, NW, Suite 400 WASHINGTON DC 20005-5917
Beneficiary:	Republic of Gabon

BETWEEN

The Government of the Republic of Gabon represented by the
minister of Economy, Finance and Privatization, hereinafter
referred to as:

"THE REPUBLIC"

ON ONE SIDE

AND

G. CASSIDY & ASSOCIATES INC., a corporation duly organized under
the laws of the State of Delaware, and doing business as CASSIDY
& ASSOCIATES, INC, with its principal place of business at 700
13th Street, N.W., Suite 400, Washington DC 20005, hereinafter
referred to as

"CASSIDY"

ON THE OTHER SIDE

IT HAS BEEN DECIDED AS FOLLOWS:

ARTICLE 1: OBJECTIVE OF THE CONTRACT

The present contract refers to a project in favor of the REPUBLIC. This project is described and defined in the annexe A and is part of the consultant services provided by CASSIDY.

ARTICLE 2: DURATION OF THE CONTRACT

The duration of this contract is of 6 (Six) months.

At the end of the term the contract will be extended for an additional period and remuneration to be negotiated by both parties.

ARTICLE 3: PROCEDURE OF CONTRACT REWARDING

The contract is valid after negotiations and mutual agreement.

ARTICLE 4: REMUNERATION OF THE CONTRACT:

The total amount of honoraries and other expenses for this contract is of threehundredfiftythousand US\$.

ARTICLE 5: PRICE STRUCTURE

The contract is rewarded without tax, the amount is fixed and final.

ARTICLE 6: BUDGET INTERGRATION

The credits covering the services rendered are included in the State Budget of 1999.

ARTICLE 7: PAYMENT CONDITIONS

7.1. The total amount of the contract shall be paid as follows:

-One Hundred Seventy Five Thousand US\$ (175.000 US\$) on the 10th of June 1999

-One Hundred Seventy Five Thousand US\$ (175.000 US\$) on the 1st of September 1999

7.2. Payment shall be wired telegraphically directly to following account: NationsBank, Washington DC 20005, ABA No. 054001204, The Cassidy Companies Inc., Account Nr. 710-3883.

7.3. All fees to CASSIDY for services will be due and payable on the dates specified above. All balances not paid on the due dates specified herein will bear interest at the rate of 1% (1%) per year until paid. All costs of collection incurred by CASSIDY of fees, which are more than sixty (60) days past due shall be paid by THE REPUBLIC promptly upon demand.

ARTICLE 8: CASSIDY'S OBLIGATIONS

8.1 In its capacity as a consultant, CASSIDY shall make its best effort in pursuing its government affairs objectives as determined in the annexe by THE REPUBLIC with the advice and assistance of CASSIDY.

8.2 CASSIDY with the cooperation of THE REPUBLIC will conduct an extensive inventory of THE REPUBLIC's resources, develop the concept for agreed-upon initiatives; create a theme for these initiatives; formulate a comprehensive plan and timetable for the initiatives; prepare the outline of a proposal for the initiatives; assist in the preparation of supporting documentation for the initiatives; develop meetings with Members of Congress; prepare testimony for presentation before all relevant committees of the Congress; develop legislative strategies concerning the initiatives; serve as liaison to Government agencies as necessary; and monitor and report on government programs relevant to the initiatives and other possible areas of interest to THE REPUBLIC.

ARTICLE 9: DELEGATION/TRANSFER OF THE CONTRACT

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

ARTICLE 10: LITIGATION

10.1 Any dispute arising under this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. However, THE REPUBLIC and CASSIDY will make their best efforts to solve amicably their differences before engaging court procedures.

10.2 CASSIDY shall comply with all federal, state and local laws and regulations applicable to the services to be provided by CASSIDY under this agreement.

ARTICLE 11: OBLIGATIONS OF THE REPUBLIC.

It is understood that CASSIDY cannot undertake to verify all facts supplied to it by THE REPUBLIC or related entities or all factual matters included in materials prepared or used by CASSIDY and approved by THE REPUBLIC or related entities. THE REPUBLIC agrees to indemnify and hold harmless CASSIDY from and against any all losses, claims, damages, legal fees, expenses, or liabilities that CASSIDY may incur (including its participation as a third party witness in litigation against THE REPUBLIC or related entities) based upon information, representations, reports, data or releases furnished or approved by THE REPUBLIC or its specifically authorized representative for use or release by CASSIDY, whether or not CASSIDY prepared or participated in the preparation of such materials. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

ARTICLE 12: VALIDITY

This contract will be valid only upon signature by both
Representatives authorized by THE REPUBLIC and CASSIDY.

Libreville, the

For the REPUBLIC OF GAMBIA

The Minister of Economy, Finance
Budget and Privatization

Emile DOUMBA

For CASSIDY & ASSOCIATES, INC.

Senior Director
International Relations

Paula LINHART

**MINISTERE DES FINANCES
DE L'ECONOMIE DU BUDGET
ET DE LA PRIVATISATION**

**REPUBLIQUE GABONAISE
UNION-TRAVAIL-JUSTICE**

CABINET DU MINISTRE

CONVENTION DE PRESTATION DE SERVICES

Objet de la Convention :	Prestation de services conformément aux termes de référence en annexe A.
Imputation budgétaire :	Exercice budgétaire : 1999
Bureau d'Etudes :	CASSIDY & ASSOCIATES 700 Thirteenth Street, NW, Suite 400 WASHINGTON DC 20005-5917
Bénéficiaire :	République Gabonaise

ENTRE

Le Gouvernement de la République Gabonaise représentée par le Ministre de l'Economie des Finances du Budget et de la Privatisation ci-après désigné par le vocable :

« LA REPUBLIQUE »

D'UNE PART,

ET,

G. CASSIDY AND ASSOCIATES, INC., Société constituée en bonne et due forme conformément à la législation du DELAWARE, et opérant sous la raison sociale CASSIDY & ASSOCIATES, INC. dont le siège est au 700, 13th Street, NW, Suite 400, WASHINGTON DC 20005 ci-après dénommée par le vocable :

« CASSIDY »

D'AUTRE PART,

IL A ETE CONVENU ET ARRETE CE QUI SUIT :

ARTICLE 1 : OBJET DE LA CONVENTION

La présente convention a pour objet d'effectuer une mission pour le compte de la REPUBLIQUE. Cette mission dont les termes de référence sont décrits en annexe A, s'inscrit dans le cadre de l'assistance technique et du conseil de la Société CASSIDY.

ARTICLE 2 : DUREE DE LA CONVENTION

La durée prévue de la convention est de six (6) mois.

Les prestations pourraient se poursuivre, étant entendu que dans ce cas, un avenant fixera alors la durée, les termes de référence et la rémunération de CASSIDY.

ARTICLE 3 : PROCEDURE DE PASSATION DE LA CONVENTION

La convention est passée de gré à gré après négociations.

ARTICLE 4: MONTANT DU MARCHÉ

Le montant total des honoraires et autres frais au titre de la présente convention est de trois cent cinquante mille dollars américains (350.000 dollars US).

ARTICLE 5: REVISION DE PRIX

La convention est passée hors taxes, à prix fermes et définitifs.

ARTICLE 6: IMPUTATION BUDGETAIRE

Les crédits devant couvrir les prestations, objet de la présente convention sont imputés sur le budget de l'Etat 1999.

ARTICLE 7: CONDITIONS DE PAIEMENT

7.1 Le montant de la convention sera payé selon les modalités suivantes :

- Cent soixante quinze mille dollars US (175.000 dollars US) le 10 Juin 1999.
- Cent soixante quinze mille dollars US (175.000 dollars US) le 1er Septembre 1999.

7.2 Les sommes dues au titre de la présente convention seront payées par virements bancaires télégraphiques. Les paiements seront effectués au compte intitulé « NationsBank, Washington, DC 20005, ABA N°054001204, The CASSIDY COMPANIES, INC., Account N°710-3883 ».

7.3 La totalité des frais au titre des services fournis par CASSIDY seront exigibles et payables aux dates susmentionnées. La totalité des soldes non réglés aux échéances spécifiées ci-dessus porteront intérêts au taux de 1% par an jusqu'à la date de leur paiement. Tous les frais de recouvrement à la charge de CASSIDY au titre des arriérés de paiement de plus de soixante (60) jours seront payés sans délai par LA REPUBLIQUE dès que la demande lui sera présentée.

ARTICLE 8: OBLIGATIONS DE CASSIDY

8.1 En sa qualité de consultant, CASSIDY ne ménagera aucun effort pour aider LA REPUBLIQUE à atteindre les objectifs fixés dans les termes de référence. CASSIDY s'engage à remplir sa mission en toute diligence et dans le respect des règles et usages propres à sa profession. En particulier, il s'engage à considérer comme confidentiels tous les renseignements recueillis au cours de sa mission, ainsi que tous les documents que le consultant aura lui-même rédigés. Ces documents resteront propriété de la REPUBLIQUE.

8.2 Avec la collaboration de la RÉPUBLIQUE, CASSIDY identifiera les ressources potentielles, définira les besoins, attentes et exigences de la RÉPUBLIQUE. CASSIDY Formulera et mettra en oeuvre un plan d'action suivant un calendrier précis. CASSIDY établira les grandes lignes de sa stratégie, prêtera son assistance pour la préparation de la documentation, organisera des réunions avec les membres du Congrès, préparera des témoignages qui seront présentés devant tous les Comités compétents du Congrès.

CASSIDY mettra au point des stratégies d'ordre législatif relatives au plan d'action, servira de liaison avec les Organismes publics, le cas échéant, et veillera à ce que LA RÉPUBLIQUE bénéficie de toutes les initiatives du Gouvernement Américain à l'égard de l'Afrique. CASSIDY établira des rapports sur ces initiatives.

ARTICLE 9: TRANSFERT DE LA CONVENTION

La présente convention ne pourra être transférée par l'une ou l'autre des parties sans l'accord écrit préalable de l'autre partie. CASSIDY ne pourra pas sous-traiter ses prestations de services à des tiers, en totalité ou partiellement, sans l'accord écrit préalable de la RÉPUBLIQUE.

ARTICLE 10: LITIGES

10.1 Tous litiges ou différends pouvant survenir entre les parties seront résolus par arbitrage conformément aux règles de l'American Arbitration Association. LA RÉPUBLIQUE et CASSIDY s'engagent toutefois à rechercher un règlement amiable de leur différend, avant d'engager une procédure contentieuse.

10.2 CASSIDY respectera toutes les lois et réglementations en vigueur aux Etats-Unis, en matière de prestations de services.

ARTICLE 11 : OBLIGATIONS DE LA RÉPUBLIQUE

Il est entendu que CASSIDY ne peut vérifier toutes les informations qui lui seront communiquées par la RÉPUBLIQUE ni toutes les questions factuelles figurant dans la documentation qu'elle prépare ou qu'elle utilise et qui a été approuvée par la RÉPUBLIQUE.

A cet effet, LA RÉPUBLIQUE convient d'indemniser et de mettre hors de cause CASSIDY en cas d'échecs, de plaintes, préjudices, dommages, frais juridiques, dépenses auxquels CASSIDY peut avoir à faire face (y compris sa participation en tant que témoin tiers à un procès engagé contre LA RÉPUBLIQUE) suite à l'utilisation ou de diffusion d'informations, de rapports, de données fournis ou approuvés par LA RÉPUBLIQUE ou son représentant agréé.

La responsabilité de la REPUBLIQUE reste engagée, que ce soit CASSIDY qui ait préparé ou non ces documents ou ait contribué à leur préparation. Le présent paragraphe restera valable à l'expiration de la présente convention.

ARTICLE 12 : VALIDITE

La présente convention ne sera définitive et exécutoire qu'après la signature des Représentants autorisés de LA REPUBLIQUE et de CASSIDY.

Fait à Libreville le 10 JUIN 1999

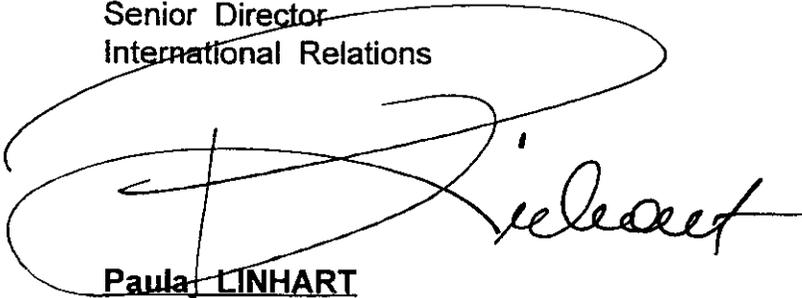
Pour la REPUBLIQUE GABONAISE

Le Ministre de l'Economie des Finances
du Budget et de la Privatisation



Pour CASSIDY & ASSOCIATES, INC.

Senior Director
International Relations



Paula LINHART